IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
Criminal Writ Petition No.2851 2005

Athena Financial Service Ltd.
and ors. Petitioners

Vs.

State of Maharashtra & ors. Respondents

Mr.V.P.Sawant with Mr.A.D.Sarwate for petitioners.

Mr.Subhash Jha with Mr.Yashpal Thakur i/b. M/s. Paras Kuhad & Associates for resp.no.2.

Mr.D.P.Adsule, APP for State.

CORAM: B.H.MARLAPALLE, J.

Reserved on : September 29, 2007.
Pronounced on: October 9, 2007.

ORDER

1. Heard the learned counsel for the respective parties. This petition filed under Article 227 of the Constitution and Section 482 of the Code of Criminal Procedure prays for quashing and setting aside the order of issuance of process passed in Criminal Case No.1391 of 2005 by the learned Judicial Magistrate, First Class, Court No.4 at Pune and confirmed in Criminal Revision Application No.416 of 2005 by the learned Addl. Sessions Judge vide his order dated 11/10/2005. The said complaint has been filed by the present respondent no.2 - Bank for the offences punishable under Sections 403, 406, 417,

420, 421, 423 and 424 read with Section 34 of IPC and process was issued in respect of these offences on 1/7/2005 against six accused and this petition has been filed by accused nos.1, 2 and 3. Accused nos.4 to 6 are impleaded as nos.3 to 5.

. In the year 1990 a company by the name 20th Century Kinetic Finance Ltd. was incorporated as a joint venture between 20th Century Finance Corporation Ltd. and Kinetic Engineering Ltd. Thereafter on purchase of majority shares by the Kinetic Group the name of the said Company was changed to Kinetic Fincap Ltd. Another two companies of Kinetic Group viz. Kinetic Lease & Finance Ltd. and Kinetic Capital Finance Ltd. were merged as per the order dated 18/10/1999 passed by this Court and all the merged companies started functioning in the name and style as Kinetic Finance Ltd. with effect from 14/3/2001 and thereafter on 15/4/2004 the name of Kinetic Finance Ltd. was changed to Athena Financial Service Ltd. (accused no.1.). Accused no.2 was the Chairman and accused no.3 was the Managing Director of accused no.1 at the relevant time. Accused nos.4 to 6 were full time Directors of accused no.1.

2. The respondent no.2 - Bank purportedly on the representation of accused nos. 2 and 3 had granted Cash Credit Facilities upto the limit of Rs.150 lakhs and Rs.250 lakhs to the erstwhile companies i.e. Kinetic Leasing and Finance Co.Ltd. and Kinetic Fincap Ltd. vide letters dated 15/3/2000 and 2/6/2000 respectively for the purpose of financing the company's hire purchase business. The respondent no.2 further claims that the accused had given undertakings dated 29/3/2000 and 2/6/2000 acknowledging the grant of facilities and also confirmed that the loan would be utilised only for the purpose of financing their hire purchase business as also confirming the right of the respondent no.2 - Bank to recall the entire loan amount in case of change of the purpose and/or diverting the funds for any other business. The accused no.1 Company entered into the Working Capital Consortium Agreement on 20/12/2001 with 21 Banks and the State Bank of India was designated as the lead Bank for the Consortium. The respondent no.2 - Bank also joined the said Consortium by executing Supplementary Agreement dated 4/7/2002 and the same was to be treated as part and parcel of the main agreement dated 20/12/2001 forming

Consortium. In addition to the main agreement and supplementary agreement, the accused nos.2 to 5 on behalf of the accused no.1 - company had also executed several sanction letters and relevant loan documents in favour of various Banks for obtaining finance and they are :

(a) Joint Deed of Hypothecation dated 20/12/2001.

(b) First Supplemental to Joint Deed of Hypothecation dated 18/2/2002.

(c) Second Supplemental to Joint Deed of Hypothecation dated 4/7/2002. And

(d) Third Supplemental to Joint Deed of Hypothecation dated 12/7/2002.

The Working Capital Agreement and all above documents were signed by the accused nos.2 and 3 in their capacity as Managing Director and Executive Director of the accused no.1. The strength of the Consortium went to 23 Banks and the accused no.1 company represented by accused nos.2 to 6 availed total cash

credit facilities to the tune of Rs.144,56,00,000/- (One hundred forty four crores fifty six lakhs only) from the Consortium member banks and out of the same, the share of the present respondent no.2 was Rs.4 crores.

. The accused no.1 - Company and its predecessor companies were carrying on the business of non-banking financial activities and more particularly the leasing as well as financing for the two wheelers manufactured by Kinetic Engineering Ltd. under the hire purchase scheme. As per the complainant - Bank the accused no.1 was showing profits till the year 2002-2003 and it was projecting good profits in future. However, it started defaulting in regular repayment of the debts and evading submission of monthly stock statements from August 2003 onwards. As per the complainant Bank the stock audit was carried out by the lead bank i.e. State Bank of India and the stock audit report dated 30/11/2002 indicated that the stock position was inflated by inclusion of non-performing assets and overdue account and the hire purchase agreements were not signed by the authorised signatory on behalf of the accused company, proposal forms and other

documents were not filled up completely etc. The accused no.1 - Company had incurred a loss of Rs.8.89 crores as on 30/6/2003. Results of the accused no.1 - company showed huge loss.

3. The respondent no.2 filed the complaint on or about 1/7/2005. It is contended by Mr.Sawant, the learned counsel for the petitioners that before filing the complaint the Consortium of the Banks had already approached the Debt Recovery Tribunal by filing O.A. No.5 of 2005 on or about 7/1/2005 and in the said application the plaintiffs have prayed for recovery of the loan amounts due to each of them from the accused no.1 - Company and thus the Consortium member Banks including the respondent no.2 - complainant have already resorted to the appropriate civil remedy. Once the recovery proceedings have been instituted, the subsequent complaint alleging criminal offences cannot be entertained and on that main ground itself the proceedings in C.C.No.1391 of 2005 are required to be quashed and set aside. Mr.sawant read through the entire complaint as well as the audit report dated 20/2/2004, the agreement dated 20/12/2001 regarding Working Capital Consortium and submitted that even prima facie there was no case

of any of the offences made out in the complaint and the failure of the accused no.1 - Company to repay the loan amounts to the complainant - Bank was basically a contractual liability defaulted and there could be no case of criminal offence that could be attributed to the accused no.1 - Company and its Directors. The complaint read as it is, does not disclose any offence against the petitioners or against any other accused and, therefore, there was no prima facie case triable against the petitioners. There is no pleading in the complaint that the petitioners harboured an intention of cheating, defrauding or misleading the complainant Bank and the Company's failure to honour its commitment in repayment of loan by itself does not constitute an offence of cheating. It was further submitted by Mr. Sawant that all the facilities availed by the accused were under the legal agreements and that proper securities were given to the Consortium members and the transactions entered into were subject to the civil jurisdiction and not criminal jurisdiction. The Consortium or any of the members may file a civil suit but the accused cannot be proceeded against in a criminal Court on the ground that any of them or all of them committed an offence of cheating or played a

fraud. He further submitted that as far as the complainant - Bank is concerned, though the loan amounts were sanctioned in the year 2000, till September 2003 the Bank did not have any complaint regarding the repayments of the said loan amounts and because of the competition in the hire purchase business on account of lowering of loan interest on vehicles by the Banks, the business of the accused no.1 - company received a set back. As per Mr.Sawant, the petitioners have not violated any of the terms and conditions of the Consortium agreement dated 20/12/2001 and the audit report relied upon by the complainant Bank does not make out even a prima facie case of any criminal offence. He submitted that the Consortium was well aware that the accused no.1 Company was banking with Centurian Bank Ltd. even before the Consortium agreement was signed and, therefore, there was no question of diverting the funds to the said Bank surreptitiously or by way of defrauding the complainant Bank. Number of decisions were cited by Mr.Sawant in support of his plea for quashing the proceedings and more particularly the following decisions:

(1) Hridaya Ranjan Prasad Varma & ors. Vs.

State of Bihar & anr. **[(2000) 4 SCC 168]**.

(2) Ajay Mitra Vs. State of M.P. & ors. **[(2003) 3 SCC 11]**

(3) Salim Akbarali Nanji Vs. Union of India & ors. **[(2006) 5 SCC 302]**

. He also relied upon a judgment of this Court in the case Motorala Incorporated Vs. Union of India & ors. **[2004 Cri.L.J. 1576]**. while dealing with allegations that the accused company projected a write off of Rs.100 crores of its existing receivables. Mr.Sawant submitted that the write off did not bar the accused no.1 from following up the recoveries and the said proposal could not be treated to be an act of fraud or cheating by referring to the judgment in the case of Salim Nanji (Supra). He relied upon the following observations made by the Apex Court,

"...The write-off is only an internal accounting procedure to clean up the balance sheet, and it does not affect the right of the creditor to proceed against the borrower to

realise his dues. Moreover, it does give some benefit to the bank under the income tax laws because after write-off tax is payable only on the amount recovered as and when recovery is made..."

4. The complaint filed by the respondent - Bank has mainly set out the following accusations / charges:

(a) that the accused no.3 in her capacity as Managing Director of accused no.1 - Company has furnished written undertaking on 29/3/2000 and 2/6/2000 to the following effect:

"We confirm that the aforesaid limits/loan are being utilized by us for the purpose for which aforesaid limits/loan have been granted/released in our favour.

We further confirm that we are prohibited from diverting and using the loan amount towards the above limits/loans or any part thereof for

purposes other than for which same have been granted/released in our favour."

. That the abovesaid undertakings have been breached with impunity and the Bank was kept in the dark. It has been alleged that the accused - company was to use the credit facilities for their business of leasing and financing of two wheelers but the said undertaking was not maintained and the funds have been utilised for other purposes without the knowledge of the Bank.

(b) The Working Capital Consortium Agreement had certain conditions and which are more particularly set out in para 8 of the complaint and these conditions along with the conditions set out in Supplementary Agreement have been breached by the accused. For example the accused no.1 was already enjoying the Cash Credit Facilities and the accused no.1 - Company was under obligation to hypothecate or pledge property goods to the complainant - Bank or with the Consortium Member Banks against the loan advanced as per Article I Clause 7 of the agreement dated 20/12/2001. As per the said agreement, accused

no.1 had to utilise the amount advanced only for the purpose of financing two wheelers or for purchasing machinery, equipments or any such movable assets which was the subject matter of leasing and hire purchase business. The vehicles and the goods so acquired were to be hypothecated to the Consortium of which the complainant is a member and the accused had to deposit proportionate amount in the in the relevant account of the member banks of the SBI Consortium as and by way of the credit received in the form of instalments received from the hirers on the hypothecated vehicles given on hire purchase and thereby to fulfil the obligation to repay the debt acquired by the accused under the Consortium agreements. However, the accused acted in breach of these conditions as well.

(c) That when the accused came to know that the Consortium members had noticed the irregularities / fraud committed in the accounts and it started questioning about these irregularities as well as non payment of the dues, the accused no.1 through its officials mooted the proposal for Corporate Debt Restructuring (CDR proposal) in the meetings held on

27/9/2003 and 6/12/2003 with the Consortium members in order to distract the Consortium members and also to hide the act of cheating and the fraud committed by the accused. The mooting of the CDR proposal was nothing but to defer and inordinately delay repayment of the existing liabilities in respect of the funds advanced by the complainant and other consortium members and it also disclosed the mala fide intentions of the accused.

(d) That the CDR proposal also disclosed that the accused no.1 had entered into joint venture agreement with Associates Financial Services Pvt. Ltd. (part of Citi Group), Kinetic Engineering Ltd. and Kinetic Motor Company Ltd. on 8/11/2002 under which the joint venture company would augment the resources and provide fiance for the customers of the Kinetic two wheelers. That the joint venture was formed to shift the accused company's focus from fund based business to fee based business. That the CDR proposal also revealed that since the last financial year almost all new financing of two wheelers was through the tie-up partners under the joint venture and no business is booked under the accused company's books. Thus change in business model was to close all fund

based business and focus on fee based business by optimally utilizing the accused company's existing infrastructure and manpower and in turn, the accused company was receive the consultancy fees and commission from the said joint venture. That these acts of the accused of entering into joint venture and changing the nature of business also showed the dishonest intention of the accused to divert the funds acquired from the complainant and other Consortium members to the benefit of the accused and the accused committed fraud and cheated the complainant and other consortium members amount to an offence under Section 415 and punishable under Section 420 of IPC.

(e) That the accused company in the meeting held on 6/12/2003 had disclosed that it had projected a write off of Rs.100 crores of its existing receivables, without the consent of the consortium members and it was nothing but the write off of assets generated out of the funds of the complainant and other consortium members. That it was a clear case of misappropriation of funds generated by the complainant as well as other consortium members which amounted to offences under Sections 403 and 405 of

IPC.

(f) That the special investigation audit was conducted in January 2004 and the report was submitted on 20/2/2004 and the explanation given by the accused - company to the observations vide its letter dated 23/3/2004 clearly went to show that all the accused had fraudulently violated the terms and conditions of all the loan agreements jointly and severally with the intention to defraud the Consortium bank members. That the acts and omissions of the accused company brought out in the said report clearly revealed the dishonest intentions of the accused and more particularly the following omissions committed by the accused no.1 through accused nos.2 to 6,

(i) The special audit report confirmed the fact that the Accused no.1 Company had entered into a joint venture agreement with the Citibank to finance the two wheelers, four wheelers and other consumer goods. Income from these activities from July 2003 to December 2003 amounted to Rs.136 lakhs. It also confirmed that the Accused Company has

entered into insurance business and has earned income of Rs.165 lakhs from the said business upto December 2003.

(ii) The special audit also brought out the fact that the accused Company has made a payment to the extent of Rs.2,576 lakhs to Kinetic Engineering Ltd. since April 2003 against the suppliers' credit.

(iii) The special audit report also revealed that the Kinetic Finance Ltd. had a current account with Centurion Bank much prior to the execution of Working Capital Consortium Agreement. The total collection for the period from October to December 2003 at Pimpri Branch of the Centurion Bank was shown in the audit report as under:

October 2003 - Rs.111.03 lakhs

November 2003 - Rs.124.88 lakhs

December 2003 - Rs.106.76 lakhs

(iv) The audit report also revealed that the loan documents of vehicles under the hire purchase scheme e.g. proposals, agreements and other information were not complete and the agreements were also not signed by authorized signatories.

(v) The company had shown inflated stock statements by including non-performing assets and overdue accounts.

(f) That from the special audit report and the explanation furnished by accused no.3 on behalf of accused no.1 - company it was apparent that all the accused had misrepresented and fraudulently concealed the material facts from the complainant and the other Consortium members right from the beginning and obtained the loans fraudulently.

(g) That when the Consortium members asked the accused - company to stop its account with Centurion Bank, the accused refused to do so with the ulterior motive to misappropriate the funds. The said acts committed by the accused amounted to criminal breach of trust, cheating and criminal misappropriation of

the dues belonging to the complainant and other consortium members and the same are offences under Sections 403, 405, 415 and 421 to 424 of IPC and punishable accordingly.

(h) That the accused being associated with M/s. Kinetic Engineering Ltd., under joint venture business, transferred the money to the extent of Rs.2576 lakhs generated through hire purchase business to M/s. Kinetic Engineering Ltd. instead of routing the same towards the repayment of the debt as per the agreed terms and such a huge payment to the said company is nothing but the criminal misappropriation of the amount due to the complainant and the other Consortium Bank members,as the accused nos.2 to 4 having control of both the companies gave the consent and facilitated the transfer of money and thereby caused wrongful loss to the complainant and other consortium members and the wrongful gain to themselves as the accused nos.2 and 3 are the promoters of M/s. Kinetic Engineering Ltd. That these acts of the accused clearly went to show the dishonest and fraudulent intention and the acts of the accused also amounted to offences under Sections 421 to 424 of IPC.

(i) That in the financial year 2002-03 the accused had disposed of the hypothecated assets, being inter alia, Wind Mill valued at substantial sum of Rs.3,21,15,000/- (Rupees three crores twenty one lacs fifteen thousand only) as is evident from the Annual Report of the Accused no.1 for the year 2002-03 without the permission of the Consortium including the Complainant Bank and that the accused have thus dishonestly and fraudulently disposed of the hypothecated properties with a mala fide intention to prevent the complainant and other consortium members from realizing the dues from the accused no.1. That the said acts of accused constitute serious offence under Section 421 read with Section 34 of IPC and are punishable accordingly.

(j) That the changing of the accused company's name to Athena Finance Ltd. showed the mala fide intention of the accused nos. 2 and 3 as they wanted to crawl out of their responsibility and disassociate the company from the Kinetic Group and save the Kinetic Group from defamation in the eyes of the public so the business activities of the other Group company will not be adversely affected and also no

burden would be cast on accused nos. 2 and 3 of the financial liabilities accruing from Athena Finance Ltd. Had the accused nos.2 and 3 made the Consortium members aware that the company's name will be changed and the promoters also will resign, the Consortium members would not have advanced any facilities and parted with huge sum. That the willful omissions deliberately done to cheat the complainant and these acts of the accused have also caused harm and damages to the property of the complainant and it is fraud on the complainant and other consortium members, thus amounting to the offence under Section 415 punishable under Section 420 of IPC

(k) That the accused nos.4 to 6 by giving consent to the activities and by participating in the fraudulent, dishonest acts of accused nos. 2 and 3 have abetted in all the criminal acts and have misused the power and authority and, therefore, they are also responsible for all the offences mentioned above.

5. In the case of Rajesh Bajaj Vs. State NCT of Delhi & ors. **[(1999) 3 SCC 259]** it has been held that what is important is the intention of the person

who induces the victim of his representation and not the nature of the transaction which would become decisive in discerning whether there was commission of offence or not. It may be that the facts narrated in the complaint would reveal a commercial transaction or money transaction but that is hardly a reason for holding that the offence of cheating would elude from such a transaction. In para 9 of the said judgment Their Lordships observed as under:

> "It is not necessary that a complainant should verbatim reproduce in the body of his complaint all the ingredients of the offence he is alleging. Nor is it necessary that the complainant should state in so many words that the intention of the accused was dishonest or fraudulent. Splitting up of the definition into different components of the offence to make a meticulous scrutiny, whether all the ingredients have been precisely spelled out in the complaint, is not the need at this stage. If factual foundation for the offence has been laid in the complaint the court should not hasten to quash criminal proceedings during investigation stage merely on the premise that

one or two ingredients have not been stated with details. For quashing an FIR (a step which is permitted only in extremely rare cases) the information in the complaint must be so bereft of even the basic facts which are absolutely necessary for making out the offence..."

. In the case of Dhanalakshmi v. R. Prasanna Kumar **[AIR 1990 SC 494]** while dealing with the powers of the High Court under Section 482 of Cr.P.C Their Lordships stated thus:

"Section 482 of the Code of Criminal Procedure empowers the High Court exercise its inherent powers to prevent abuse of the process of court. In proceedings instituted on complaint exercise of the inherent power to quash the proceedings is called for only in cases where the complaint does not disclose any offence or is frivolous, vexatious or oppressive. If the allegations set out in the complaint do not constitute the offence of which cognizance is taken by the Magistrate it is open to the High Court to quash the same in exercise of the

inherent powers under Section 482. It is not, however, necessary that there should be a meticulous analysis of the case, before the trial to find out whether the case would end in conviction or not. The complaint has to be read as a whole. If it appears on a consideration of the allegations, in the light of the statement on oath of the complainant that ingredients of the offence / offences are disclosed, and there is no material to show that the complaint is mala fide, frivolous or vexatious, in that event there would be no justification for interference by the High Court."

. In the case of State of Bihar v. Murad Ali Khan **[(1988) 4 SCC 655]**, Their Lordships reiterated,

"It is trite that jurisdiction under Section 482 CrPC, which saves the inherent power of the High Court, to make such orders as may be necessary to prevent abuse of the process of any court or otherwise to secure the ends of justice, has to be exercised sparingly and with circumspection. In exercising that

jurisdiction the High Court should not embark upon an enquiry whether the allegations in the complaint are likely to be established by evidence or not. That is the function of the trial Magistrate when the evidence comes before him. Though it is neither possible nor advisable to lay down any inflexible rules to regulate that jurisdiction, one thing, however, appears clear and it is that when the High Court is called upon to exercise this jurisdiction to quash a proceeding at the stage of the Magistrate taking cognizance of an offence the High Court is guided by the allegations, whether those allegations, set out in the complaint or the charge-sheet, do not in law constitute or spell out any offence and that resort to criminal proceedings would, in the circumstances, amount to an abuse of the process of the court or not."

. In the case of Ganesh Narayan Hegde Vs. S. Bangarappa & ors. **[(1995) 4 SCC 41]**, the Supreme Court dealt with the powers of the High Court under Section 482 while the revision application challenging the order of issuance of process was

dismissed, in the following words:

> "While it is true that availing of the remedy of the revision to the Sessions Judge under Section 399 does not bar a person from invoking the power of the High Court under Section 482, it is equally true that the High Court should not act as a Second Revisional Court under the garb of exercising inherent powers. While exercising its inherent powers in such a matter it must be conscious of the fact that the learned Sessions Judge has declined to exercise his revisory power in the matter. The High Court should interfere only where it is satisfied that if the complaint is allowed to be proceeded with, it would amount to abuse of process of court or that the interests of justice otherwise call for quashing of the charges..."

. More recently, in the case of Manjula Sinha v. State of U.P. & others **[2007 AIR SCW 4555]** a three Judge Bench reiterated the guiding principles to invoke the powers under Section 482 of Cr.P.C. in the following words:

"...While exercising powers under the section, the court does not function as a court of appeal or revision. Inherent jurisdiction under the section though wide has to be exercised sparingly, carefully and with caution and only when such exercise is justified by the tests specifically laid down in the section itself. It is to be exercised *ex debito justitiae* to do real and substantial justice for the administration of which alone courts exist. Authority of the court exists for advancement of justice and if any attempt is made to abuse that authority so as to produce injustice, the court has power to prevent abuse. It would be an abuse of process of the court to allow any action which would result in injustice and prevent promotion of justice. In exercise of the powers court would be justified to quash any proceeding if it finds that initiation / continuation of it amounts to abuse of the process of court or quashing of these proceedings would otherwise serve the ends of justice."

6. On the touchstone of the well settled position regarding the powers of this Court under Section 482 of Cr.P.C. and having regards to the allegations made in the complaint some of which have been reproduced hereinabove, it is clear that a triable case has been made out by the complainant Bank and just because a recovery suit filed by the Consortium Banks is pending before the DRT, the inherent powers under Section 482 cannot be invoked to quash the complaint. It is also pertinent to note that the accused no.1 - Company has already compromised the said suit so far as the plaintiff no.1 i.e. the State Bank of India, the lead Bank of the Consortium, is concerned. Once the lead Bank is almost out of the recovery proceedings, the pendency of the suit and its intendment to recover the bad debt made by the remaining plaintiffs receives a set back. Even otherwise a civil remedy for the recovery of the loan advanced by itself cannot be termed as a bar in continuing with the complaints on the allegations of cheating, fraud and dishonesty etc. After all the respondent no.2 has advanced a substantial amount of about Rs. 4 crores and it is a public money. If it has chosen to prosecute the accused on the alleged

grounds of cheating and fraud, that by itself may be a deterrent to many others and more particularly the corporates. The alleged acts of fraud, dishonesty and cheating etc. cannot terminate or extinguish on the decree for recovery of money. They will have to be allowed to be subjected to a trial by the competent Court so that the corporate managers and decisions makers who are dealing with the borrowed funds face the trials and more particularly when the trial is at the instance of a body corporate like the complainant bank which is a trustee of the public money. The accountability of decision making by the corporates while managing the borrowed public funds cannot be compensated by the recovery decrees alone and the complaints of criminal acts must be allowed to be taken to their logical conclusions in the trials. It would not be, therefore, in public interest to quash such proceedings merely because the recovery suit is pending. Some of the reasons for the corporate profligacy may be faulty decisions or fraudulent decisions. It is, therefore, extremely essential for the corporate decision makers to realise that the law makes a distinction between faulty decisions and fraudulent decisions. The first one may result in a money decree to compensate the

lender and make the loss good but the second one, if proved on trial, sends the accused to jail. And that is the difference in the civil remedy and a criminal remedy. The end results are different and hence they must be allowed to go on separately and it cannot be accepted in every case that on account of the pendency of a civil remedy, the criminal proceedings are required to be quashed by invoking the powers under Section 482 of Cr.P.C.

7. On the issue of write off, certainly it is a matter of evidence to be placed before the trial Court. It cannot be definitely said as of now that the writing off has not caused any loss to the accused no.1 - company. It is a matter of evidence to be placed on record during the trial of the complaint. I am, therefore, satisfied that the complainant Bank has made out a triable case and the petitioners have failed to make out that the continuation of the complaint would amount to abuse of process of law or it is a vexatious or frivolous complaint filed by the Bank. The learned Additional Sessions Judge has rightly rejected the Revision Application.

8. Hence the petition is rejected summarily. The ad-interim relief granted earlier stands vacated. The trial of the complaint is hereby expedited.

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. Mr.Sawant, the learned counsel for the petitioners at this stage submitted an oral application for continuation of the ad-interim relief. This has been opposed by Mr.Jha.

. I do not find any necessity to continue the ad-interim relief. However, the appearance of the petitioner nos.2 and 3 is exempted before the trial Court for a period of six weeks from today.

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